foreground. I can best illustrate my meaning by an example, which came within my own experience. A familiar clause in nearly all accident policies is that which gives the company, through its physician, the right "to examine the person or body of the insured when and so often as such physician may deem necessary." The integrity of this right is of the highest necessity and importance to the company. It not infrequently happens that claim is made for the death of an insured and investigation raises a strong inference that death was not due to any cause covered by the policy. The only way possible to determine the cause of death in many cases of this kind is an autopsy. It has always seemed clear, heretofore, that the company had, under such a clause, the right to demand a post-mortem dissection of the body, but an astute Federal judge has held otherwise in a decision which holds in effect that the clause gives the company's physician the right to examine the body by looking at it or feeling it, but does not give him the right to dissect it or examine the vital organs thereof. The court held that the word "examine" in the policy does not include the right to make an autopsy by dissection.

In nearly all instances where the clause could be of any avail to the company no physician could predicate an opinion as to the cause of death without an examination of the vital organs, and so this valuable and necessary right of the company is stricken down. (Sudduth vs. Insurance Co., 106 Fed. 822). This decision was promulgated in 1901 by the Circuit Court of the United States for the District of Kentucky, and shortly thereafter the advisibility of amending the clause above quoted was informally discussed by me during a visit at Hartford with counsel for various companies.

As already stated, the court had ruled that no autopsy could be had unless the right thereto were expressly conferred by the policy and it was agreed that in order to meet this decision it would be necessary to reserve in the policy, in so many words, the right to perform an autopsy, if the company so required. And here it was that competition and public view exerted their influence. The danger of exposing the policy to hostile criticism by solicitors for competing companies, who might not adopt the amendment was at once obvious to all of us. We could already, in fancy, hear these enterprising and necessary adjuncts of the opposition whispering in the ear of the policyholder that the company he was insured in was a ghoul, that it was only waiting for him to be killed to satisfy its longing to carve up his body into small bits, and that he would do better to insure in "my company, which always pays its claims," etc., etc. This view of it had telling effect and so far as I am aware none of the companies changed this clause of the policy in order to conform to the law as laid down by the court in the case cited and as declared in several cases decided since that time. It will thus be seen that the companies preferred to take their chances with a lame policy provision rather than make themselves a target for the shafts of business competitors.

I shall not dwell longer on the influence of the public and of competition of the policy form, but shall pass to the third factor in underwriting, namely, the court, with which my profession identifies me, and with which this paper is supposed more particularly to deal.

(To be continued in next issue.)

A STRONG ARGUMENT against the use of a preservative in cream is that at Colorado Springs more than 50 people have been poisoned by eating ice cream made from cream to which formaldehyde had been added to keep it sweet. —"Insurance."

PERSONALS.

IN VIEW OF THE APPROACHING MARRIAGE OF MR. W. A. WILSON, the oldest member of the Caledonian staff in this city, who is very well known amongst the insurance fraternity, his old friends presented him on Monday last, in the Manager's office of that Company, with a beautiful French clock, suitably engraved. Mr. Lansing Lewis, on behalf of the Company, also presented Mr. Wilson with a cheque and spoke with appreciation of his faithful services to the "Oldest Scottish."

MR. WALTER I. JOSEPH, manager of the Union Mutual Life at Montreal, has returned from the old country, where he spent a two months' vacation with his relatives. This has been his first visit home since he came to Canada, sixteen years ago.

MR. C. B. LINTON, District manager of the Mutual Life of Canada, at Hamilton, passed through Montreal recently, "en route" to attend the annual meeting of the District agents of the Company at Toronto. Mr. Linton states that the business of the Company is making rapid and satisfactory progress.

MR. J. TREMAINE TWINING, of the firm of J. T. Twining & Son, Halifax, representing the Anglo-American Fire Insurance Co., and several marine companies, passed through Montreal yesterday "en route" to Toronto. Mr. Twining reports good business in both Fire and Marine.

MR. MATTHEW C. HINSHAW, manager for Canada, of the Atlas Assurance Co., sailed from New York on the 2nd inst., per S.S. "Teutonic," for old country, where he will spend a holiday of a few weeks.

Notes and Items.

At Home and Abroad.

OTTAWA CLEARING HOUSE.—Total for week ending 27th August, 1903—Clearings: $1,921,375; corresponding week last year, $1,499,946.

THE STANDARD IN EGYPT.—It is reported that the Standard Life is about to erect a handsome office building at Cairo, Egypt.

CANADA LEADS.—In point of increase in trade Canada's percentage for last 5 years was 64.97 per cent. against 32.39 for United States.

NORTHWEST SETTLERS.—The homestead entries in Northwest, for year ended 30th June last, were 31,002, against 14,289 in 1902. Are these being looked after in an insurance sense?

PRESENTATION.—A presentation of silverware was made on the 14th ult., to Mr. P. C. H.Papps, on the eve of his marriage, by the staff of the Canada Life Assurance Co., Toronto. Mr. Papps, on 1st inst., entered on his duties as Actuary of the Manufacturers' Life.

THE EQUITABLE'S SUIT against Insurance Commissioner Host has resulted in the Commisioner's suspending his recent decision and sending notice to all the mutual companies doing business in the State of Wisconsin. "May" has not yet the same meaning as "must."